

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>												
OFFER (Must be fully completed by offeror)												
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>							
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14							
					17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>							
AMOUNTS		SEE SCHEDULE OF PRICES										
18. The offeror agrees to furnish any required performance and payment bonds.												
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>												
AMENDMENT NO.												
DATE												
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE				
AWARD (To be completed by Government)												
21. ITEMS ACCEPTED:												
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA										
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)							
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY:						CODE	
28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.</i>					29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.							
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>							
30B. SIGNATURE			30C. DATE		TEL:			EMAIL:				
31B. UNITED STATES OF AMERICA BY					31C. AWARD DATE							

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Manhole & Duct from McAuliffe Way to Jordan Springs Road FFP FOB: Destination PURCHASE REQUEST NUMBER: W34GM471583001	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Manhole & Duct from Jordan Springs Road to 11th Airborne Road FFP FOB: Destination PURCHASE REQUEST NUMBER: W34GM471583002	1	Each		
NET AMT					

Section 00700 - Contract Clauses

STATEMENT OF WORK:

STATEMENT OF WORK
Work Order # CHG 823
Manhole and Duct from McAuliffe Way to Jordan Springs Road
CILIN 0001 – W34GM471583001

PURPOSE/OBJECTIVE: The DOIM at Ft. Campbell, KY seeks to contract for the installation of manhole and duct from McAuliffe Way to Jordan Springs Road.

SCOPE OF WORK: The statement of work will consist of this document, and a drawing of the immediate area showing points of connection for the cables. This document also consist of the following reference texts:

1. "Technical Guide for the Installation Information Infrastructure Architecture" (I3A), Department of the Army, U.S. Army Information Systems Engineering Command, Fort Hauchuca, AZ, dtd Aug 2003
2. "Directorate of Information Management Installation Information Infrastructure Policy (IIIP) Standards for Cable Distribution Systems (CDS), Inside Cable Distribution Systems (ICDS) and Cabling Systems located on U.S. Government Owned Facilities", dtd 21 Apr 2006; amended 12 June 2006. *Note: At the time of design and contract proposals, the above document was dated 9 March 2005.*

Work done under this statement of work will run concurrently with all ongoing and future projects at Ft. Campbell, KY. The contractor will be allowed 60 calendar days to complete this project from time of award. The contractor will install all cables, equipment, labor and hardware to accomplish this work in accordance with the terms and standards set forth in the above documents.

It is the contractor's responsibility to verify all measurements and quantities prior to bidding project or ordering material.

The contractor awarded this project will coordinate communications requirements with Patsy Harris, 798-6668, DOIM Plans/Architecture Branch, Building 6905, 30th Street and A Shau Valley Road for required floor plan/cable diagrams and/or cable pairs/fiber strands count. The contractor will coordinate closely with DOIM personnel in the splicing and tagging of any cable. The contractor will restore all grass/dirt areas within Period Of Performance (POP). The contractor will use the existing manhole and duct system where available.

Pictures of project sites are required before any digging takes place. The contractor will provide site pre-dig pictures to the project officer.

NO FIBER WILL BE DIRECT BURIED.

Work Location 1 – Corner of 101 Airborne Division Road and McAuliffe Way.

The contractor will furnish and install (9) nine precast manholes from this corner to the corner of 101st Airborne Division Road and Jordan Springs Road, to include approximately 4350 feet of 6-Way (4" duct) and one road bore with 30" galvanized Iron Pipe.

DELIVERABLES: The contractor awarded this project will be required to furnish one copy of as-built drawings in MicroStation in a CD format. The MicroStation file C:\vg&w.dgn will be provided to the contractor of the work location. It is a reference file of the post map used to maintain DOIM's plant-in-place drawings. Two hard copies of redline drawings are also required. The drawing provided to the contractor will not be moved, rescaled, or otherwise changed from its original geo-reference position or

altered in any way that will affect its reattachment to DOIM's drawing system. Hard copy documents of OTDRs are required for all terminated fiber strands, end to end.

STATEMENT OF WORK

Work Order # CHG 826

Manhole and Duct from Jordan Springs Road to 11th Airborne Rd CLIN 0002 W34GM471583002

PURPOSE/OBJECTIVE: The DOIM at Ft. Campbell, KY seeks to contract for the installation of manhole and duct from McAuliffe Way to Jordan Springs Road.

SCOPE OF WORK: The statement of work will consist of this document, and a drawing of the immediate area showing points of connection for the cables. This document also consist of the following reference texts:

3. "Technical Guide for the Installation Information Infrastructure Architecture" (I3A), Department of the Army, U.S. Army Information Systems Engineering Command, Fort Hauchuca, AZ, dtd Aug 2003
4. "Directorate of Information Management Installation Information Infrastructure Policy (IIIP) Standards for Cable Distribution Systems (CDS), Inside Cable Distribution Systems (ICDS) and Cabling Systems located on U.S. Government Owned Facilities", dtd 21 Apr 2006; amended 12 June 2006. *Note: At the time of design and contract proposals, the above document was dated 9 March 2005.*

Work done under this statement of work will run concurrently with all ongoing and future projects at Ft. Campbell, KY. The contractor will be allowed "45" calendar days to complete this project from time of award. The contractor will install all cables, equipment, labor and hardware to accomplish this work in accordance with the terms and standards set forth in the above documents.

It is the contractor's responsibility to verify all measurements and quantities prior to bidding project or ordering material.

The contractor awarded this project will coordinate communications requirements with Patsy Harris, 798-6668, DOIM Plans/Architecture Branch, Building 6905, 30th Street and A Shau Valley Road for required floor plan/cable diagrams and/or cable pairs/fiber strands count. The contractor will coordinate closely with DOIM personnel in the splicing and tagging of any cable. The contractor will restore all grass/dirt areas within 15 days of completion of the digging, weather permitting. The contractor will use the existing manhole and duct system where available.

Pictures of project sites are required before any digging takes place. The contractor will provide site pre-dig pictures to the project officer.

NO FIBER WILL BE DIRECT BURIED.

Work Location 1 – Corner of 101 Airborne Division Road and Jordan Springs Road.

The contractor will furnish and install (12) twelve precast manholes from this corner to the corner of 101st Airborne Division Road and 11th Airborne Road to include approximately 5875 feet of 6-Way (4" duct).

DELIVERABLES: The contractor awarded this project will be required to furnish one copy of as-built drawings in MicroStation in a CD format. The MicroStation file C:\lg&w.dgn will be provided to the contractor of the work location. It is a reference file of the post map used to maintain DOIM's plant-in-place drawings. Two hard copies of redline drawings are also required. The drawing provided to the contractor will not be moved, rescaled, or otherwise changed from its original geo-reference position or altered in any way that will affect its reattachment to DOIM's drawing system. Hard copy documents of OTDRs are required for all terminated fiber strands, end to end.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-13	Notice Of Progress Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984

52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **75** calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$353.25 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-22 -- Evaluation of Bids for Multiple Awards (Mar 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
18.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fort Campbell, KY.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

ACA, Directorate of Contracting
Garrison & Tenant Division
Building 2172 13 ½ Street
Fort Campbell, KY 42223-5334

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Major Robert Sigler
(270) 798-7881
robert.sigler@us.army.mil

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.arnet.gov.far/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.arnet.gov/far/>

(End of clause)

INSTRUCTIONS TO BIDDERS:
INSTRUCTION TO BIDDERS

a. **CONDITIONS AFFECTING THE WORK** - Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Invitation for Bids, the specifications or related documents.

b. **BIDDER'S QUALIFICATIONS** - To establish its responsibility, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

c. **PUBLIC OPENING OF BIDS** - Bids will be publicly opened at the time set for opening in the Invitation of Bids. Their content will be made public for the information of bidders and others interested, who may be present eight in person or by representative.

d. **CONTRACT AND BONDS** - The bidder whose bid is accepted will, within the time established in the bid, furnish performance and payment bonds on Government standard forms in the amounts indicated in the Invitation for Bids or the specifications.

e. **BIDDER'S ADDRESS** - Prospective bidders should indicate in the bid, the address to which payment and/or correspondence should be mailed, if such address is different from that shown for the bidder.

f. **MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS** - The right is reserved as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

g. **UTILITIES** - Utility services (reasonable amounts of water and electricity) required on the job site for accomplishment of the work will be furnished at not cost to the contractor; however, the Government will make no connections or alterations to the existing utility facilities for accomplishment of this work and any changes required by the contractor will be at his expense and at no additional cost to the Government. Utilities for office and/or storage buildings or areas will be billed to the contractor monthly and will not be furnished free of charge.

h. **BIDDING MATERIAL** - Specifications, drawings and bid forms can be obtained at no cost from the Directorate of Contracting Home Page at <http://doc.campbell.army.mil>.

i. NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

(1) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has

been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(2) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified below with the disposition determined in each case.

(3) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of this solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

ODS Identified	Specification/Standard	Disposition
	None	

j. **NOTICE** - The following bid information is applicable only if bid is **over twenty five thousand dollars (\$25,000)**:

(1) **BID BONDS: This is applicable only if bid is over one hundred thousand dollars (\$100,000).** Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000) whichever is lesser. The bid bond penalty may be expressed in terms of a percentage or may be expressed in dollars and cents.

(2) **PERFORMANCE BONDS: This is applicable only if bid is over one hundred thousand dollars (\$100,000).** Within ten (10) days after receipt of contract award to the bidder whom award is made, one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Performance bond (Standard Form 25). The penal sum of such bond shall equal one hundred percent (100%) of the contract price. (See FAR clause 52.228-15.)

(3) **PAYMENT BONDS:** Within ten (10) days after receipt of contract award to the bidder whom award is made, one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Payment Bond (Standard Form 25A). The penal sum of such bond shall be as follows:

(a) Payment Bond: (See Far Clauses 52.228-0014, Irrevocable Letter of Credit (DEC 1999) and 52.228-15 Performance and Payment Bonds—Construction (JULY 2000))

1 The penal sum will be one hundred (100%) of the contract price.

(3) **INDIVIDUAL SURETIES** will not be accepted for construction contracts. Only bonds from corporation or financial institutions will be recognized as responsive to the submission for bid bonds or performance and payment bonds. Prospective contractors whose bids are accompanied by an Individual Surety will therefore be rejected as nonresponsive and not considered for award.

i. **EXPLANATION OF PROVISION/CLAUSE NUMBERS UTILIZED IN THIS SOLICITATION:**

(1) When the seventh digit of the provision/clause number is a "0", this indicates a provision/clause from the Federal Acquisition Regulation (FAR), e.g., 52.0252-0007.

(2) Where the seventh digit of a provision/clause number is a "7", this indicates a provision/clause from the Defense Acquisition Regulation Supplement (DFARS), e.g., 52.252-7007.

(3) Where the seventh digit of a provision/clause number is a "9", this indicates a provision/clause from the Army Federal Acquisition Regulation Supplement (AFARS), e.g., 52.0252-9007.

SUBJECT TO AVAILABILITY OF FUNDS: Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

**SECTION 00800
SPECIAL CONTRACT REQUIREMENTS
SPECIAL PROVISIONS**

SP 1. WORK HOURS.

a. Normal work hours are from 7:30 A.M. through 4:00 P.M., Monday through Friday. contractors will not be permitted to work after normal work hours or on Saturday, Sunday or legal holidays unless authorized by the Contracting Officer. However, Saturday, Sunday and legal holidays and any work after normal workhours are included in computation of performance time.

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

b. When one of the above designated legal holidays falls on Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.

SP 2. FIRE PREVENTION. The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association and other recognized fire prevention agencies and post regulations.

SP 3. PREPARATION OF PROGRESS SCHEDULES AND REPORTS. The report contemplated by the clause entitled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to FORSCOM Form 59-R, "Contract Progress Report", original and two copies. Progress reports shall be submitted weekly.

SP 4. CONTRACT PROGRESS REPORTS. The contractor and the Public Works Business Center Inspector assigned to the project shall submit a separate FORSCOM Form 59-1-R, "Contract Progress Report", complete, signed and dated to the Contracting Officer. These reports will be reviewed by the Contracting Officer and action taken to resolve any variances in the two (2) reports. The contractor shall also submit an original to the Contracting Officer's Representative accompanies by a brief narrative report of work accomplished.

SP 5. TRANSMITTAL OR SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS.

a. All materials and equipment for which approval is required by the provisions, as contemplated by the "Materials and Workmanship" clause herein, shall be submitted by the Contractor within 10 days after receipt of Notice to Proceed and approval obtained prior to the Contractor incorporating said materials and articles in the work. Other submittals shall be submitted by the Contractor 10 days prior to beneficial use or final acceptance, whichever occurs first.

b. All data submittals required by this contract shall be submitted by the Contractor by means of Corps of Engineers Form ENG-4025R, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications". Unless specified elsewhere, all data submittals shall be in four (4) copies.

SP 6. SCHEDULE OF INSURANCE.

a. The Contract shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
General Liability Insurance for Bodily Injury Liability	
Minimum Per Occurrence	\$500,000.00
Automobile Liability Insurance:	
Minimum Per Person	\$200,000.00
Minimum Per Occurrence for Bodily Injury	\$500,000.00
Minimum Per Occurrence for Property Damage	\$ 20,000.00

b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed or prescribed and (2) until 30 days after the insurer or the Contracting gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of the clause, entitled "Insurance - Work on a Government Installation (FAR 52.228-05)," in subcontracts under this contract that require work on a Government installation and shall required subcontractors to provide and maintain the insurance required above.

SP 8. ALTERNATIVE DISPUTE RESOLUTION (ADR). "In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR, Pub. L. 101-552, the Contracting Officer will try to resolve all posts award acquisition issues in controversy by mutual agreement of the parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act."

SP 9. EXCAVATION AND UTILITY CLEARANCE. The Public Works Business Center shall obtain, and ensure that the contractor is provided with necessary excavation and utility clearances. The contractor shall request such clearances in writing to the contracting office not less than ten (10) calendar days prior to the date which he anticipates commencement of work. It shall be the contractor's responsibility to pick up such clearances at the Public Works Business Center, Contract Management Branch, Building 846, Fort Campbell, KY. The contractor will not proceed with excavation of any kind until he has accomplished the following:

- a. Obtained required clearance. Clearances will be valid for 140 days from date of issue or as otherwise directed by the issuing authority.
- b. Obtained drawing(s) showing all utilities within the proposed work area(s).
- c. Obtained approval of completed staking in the field by the Engineers for the work area affected.

WAGE DETERMINATIONS

General Decision Number: KY070025 06/01/2007 KY25

Superseded General Decision Number: KY20030025

State: Kentucky

Construction Types: Heavy and Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	03/09/2007
3	05/04/2007
4	06/01/2007

BRIN0004-002 04/01/2007

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 25.90	10.70

BRTN0004-005 05/01/2005		

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG & WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 25.10	1.60

CARP0357-002 07/01/2006		

	Rates	Fringes
Carpenter.....	\$ 23.60	8.97

Diver.....	\$ 35.78	8.97
Piledriverman.....	\$ 23.85	8.97

 CARP1031-007 07/01/2006

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:

	Rates	Fringes
Millwright.....	\$ 23.25	13.52

 CARP1080-005 06/01/2006

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
 FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL,
 MCCracken, TODD & TRIGG COUNTIES:

	Rates	Fringes
Millwright.....	\$ 21.75	12.68

 CARP1080-007 06/01/2006

DAVIESS, HANCOCK, HENDERSON, MCLEAN, MUHLENBERG, OHIO, UNION &
 WEBSTER COUNTIES:

	Rates	Fringes
Millwright.....	\$ 21.83	12.75

 ELEC0369-006 05/31/2006

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
Electrician.....	\$ 25.91	23.5%+4.55

 ELEC0429-001 01/01/1998

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
Electrician.....	\$ 15.85	4.115

 ELEC0816-002 06/01/2006

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
 FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,
 HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
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Electrician

Cable Splicer.....	\$ 26.57	24%+5.15
Electrician.....	\$ 26.32	24%+5.15

ELEC1701-003 06/01/2006DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,
UNION & WEBSTER COUNTIES:

	Rates	Fringes
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Electrician

Electrician.....	\$ 25.12	26.125%+5.35
Heilarc Welding; Cable Splicing.....	\$ 25.37	26.125%+5.35

ELEC1925-002 06/01/2004

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
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Cable splicer.....	\$ 19.00	9.99
Electrician.....	\$ 18.50	9.99

ENGI0181-017 01/01/2007

	Rates	Fringes
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Power Equipment Operator

GROUP 1.....	\$ 22.95	11.90
GROUP 2.....	\$ 20.53	11.90
GROUP 3.....	\$ 20.91	11.90
GROUP 4.....	\$ 20.27	11.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
 Batch Plant; Bituminous Paver; Bituminous Transfer
 Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
 Scoop; Carry Deck Crane; Central Compressor Plant;
 Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete
 Paver; Truck-Mounted Concrete Pump; Core Drill; Crane;
 Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching
 Machine; Dragline; Dredge Operator; Dredge Engineer;
 Elevating Grader & Loaders; Grade-All; Guries; Heavy
 Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type
 Machine; Hoist (Two or More Drums); Hoisting Engine (Two or
 More Drums); Horizontal Directional Drill Operator;
 Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive;

Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling equals or exceeds 150 ft. - \$1.00 above Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0070-005 06/01/2006

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);

EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden):

	Rates	Fringes
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Ironworkers:

Structural; Ornamental;

Reinforcing; Precast

Concrete Erectors.....\$ 23.49 14.80

IRON0103-004 08/01/2005

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);

MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir);

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
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Ironworkers:.....	\$ 23.50	12.475
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IRON0492-003 05/01/2005

BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood);

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES:

	Rates	Fringes
Ironworkers:.....	\$ 19.58	8.57

IRON0782-006 01/01/2007		

CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told);

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of \$20,000,000.00 or above.....	\$ 23.50	13.55
All Other Work.....	\$ 22.20	12.49

LABO0189-005 07/01/2006		

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCracken COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 18.40	9.21
GROUP 2.....	\$ 18.65	9.21
GROUP 3.....	\$ 18.70	9.21
GROUP 4.....	\$ 19.30	9.21

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter

Tender; Cement Mason Tender; Cleaning of Machines;
 Concrete; Demolition; Dredging; Environmental - Nuclear,
 Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
 Grade Checker; Hand Digging & Hand Back Filling; Highway
 Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
 Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
 & Fence Installer; Signal Person; Sound Barrier Installer;
 Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
 Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
 Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
 Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
 Saw Operator; Deckhand Scow Man; Dry Cement Handler;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface
 Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Lutean & Raker; Gunnite Nozzleman; Gunnite
 Operator & Mixer; Grout Pump Operator; Blaster; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 LABO0189-006 07/01/2006

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK,
 HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG
 & WARREN COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 19.18	8.43
GROUP 2.....	\$ 19.43	8.43
GROUP 3.....	\$ 19.48	8.43
GROUP 4.....	\$ 20.08	8.43

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement

Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Lutean & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-007 07/01/2006

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 19.56	8.05
GROUP 2.....	\$ 19.81	8.05
GROUP 3.....	\$ 19.86	8.05
GROUP 4.....	\$ 20.08	8.05

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines;

Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

* PAIN0032-002 05/01/2007

BALLARD COUNTY:

	Rates	Fringes
Painters:		
Bridges & Dams.....	\$ 28.11	10.68
All Other Work.....	\$ 23.81	10.68

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 05/01/2006

EDMONSON COUNTY:

	Rates	Fringes
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Painters:

Brush & Roller.....	\$ 17.37	8.32
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 17.87	8.32

PAIN0156-006 04/01/2006DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER
COUNTIES

Rates	Fringes
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Painters:

BRIDGES, LOCKS & DAMS:

GROUP 1.....	\$ 24.00	9.48
GROUP 2.....	\$ 24.25	9.48
GROUP 3.....	\$ 25.00	9.48
GROUP 4.....	\$ 26.00	9.48

ALL OTHER WORK:

GROUP 1.....	\$ 22.85	9.48
GROUP 2.....	\$ 23.10	9.48
GROUP 3.....	\$ 23.85	9.48
GROUP 4.....	\$ 24.85	9.48

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;
Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch
Koate & Coal Tar EpoxyGROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal
Tar Epoxy-----
PAIN0456-003 05/01/2006ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN
COUNTIES:

Rates	Fringes
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Painters:

BRIDGES, LOCKS & DAMS

Brush & Roller.....	\$ 21.03	6.80
BRIDGES, LOCKS & DAMS		

Spray; Sandblast; Power

Tools; Waterblast & Steam
 Cleaning.....\$ 22.03 6.80
 ALL OTHER WORK

Brush & Roller.....\$ 17.03 6.80
 ALL OTHER WORK

Spray; Sandblast; Power
 Tools; Waterblast & Steam
 Cleaning.....\$ 18.03 6.80

ALL OTHER WORK - HIGH TIME PAY

Over 35 feet (up to 100 feet) - \$1.00 above base wage

100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT
 TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY
 PAINTER OR NOZZLE OPERATOR

 PAIN0500-002 05/01/2006

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,
 GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN
 & TRIGG COUNTIES:

	Rates	Fringes
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Painters:

Bridges & Dams.....	\$ 24.00	8.30
All Other Work.....	\$ 17.75	8.30

Waterblasting units with 3500 PSI and above - \$.50 premium

Spraypainting and all abrasive blasting - \$1.00 premium

Work 40 ft. and above ground level - \$1.00 premium

 PLUM0184-002 07/01/2006

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
 FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN
 & TRIGG COUNTIES:

	Rates	Fringes
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Plumber; Steamfitter.....	\$ 26.33	12.05
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 PLUM0502-004 08/01/2006

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
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Plumber; Steamfitter.....	\$ 27.20	12.47
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 PLUM0633-002 07/01/2006

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,
 MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Plumber/Pipefitter.....	\$ 24.42	11.15

TEAM0089-003 03/31/2005

	Rates	Fringes
Truck drivers:		
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:		
Group 1.....	\$ 17.54	10.84
Group 2.....	\$ 17.87	10.84
Group 3.....	\$ 17.94	10.84
Group 4.....	\$ 17.95	10.84
Group 5.....	\$ 18.00	10.84
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES:		
Group 1.....	\$ 23.89	4.15
Group 2.....	\$ 24.12	4.15
Group 3.....	\$ 24.19	4.15
Group 4.....	\$ 24.20	4.15
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:		
Group 1.....	\$ 19.23	9.20
Group 2.....	\$ 19.46	9.20
Group 3.....	\$ 19.53	9.20
Group 4.....	\$ 19.54	9.20

TRUCK DRIVER CLASSIFICATIONS FOR ALLEN, BUTLER, EDMONSON,
 LOGAN, SIMPSON & WARREN COUNTIES

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain vehicles
 when used to haul materials; Semi Trailer or Pole Trailer
 when used to pull building materials and equipment; Tandem

Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

GROUP 5 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TRUCK DRIVER CLASSIFICATIONS FOR BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

TRUCK DRIVER CLASSIFICATIONS FOR DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth moving Equipment; Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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END OF GENERAL DECISION

General Decision Number: KY070050 02/09/2007 KY50

Superseded General Decision Number: KY20030050

State: Kentucky

Construction Types: Heavy Dredging

Counties: Kentucky Statewide.

DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE
MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER

Modification Number Publication Date
0 02/09/2007

SUKY1994-002 04/01/1994

	Rates	Fringes
Derrick Operator.....	\$ 5.38	
Dozer Operator.....	\$ 5.53	
Dredge 16" and Over		
Deckhand.....	\$ 5.15	
Dredge Tender Operator.....	\$ 5.15	
Fireman.....	\$ 5.15	
First Assistant Engineer....	\$ 6.06	
Leverman.....	\$ 6.10	
Oiler.....	\$ 5.15	
Second Assistant		
Engineer.....	\$ 5.50	
Shoreman.....	\$ 5.15	
Third Assistant Engineer....	\$ 5.15	
Truck Driver.....	\$ 5.15	
Welder.....	\$ 5.47	

Dredge Under 16"

Deckhand.....\$ 5.15
Dredge tender Operator.....\$ 5.15
Leverman.....\$ 5.15
Oiler.....\$ 5.15
Welder.....\$ 5.15

Hydraulic Dredging

First Cook.....\$ 5.15
Handyman.....\$ 5.15
Janitor - Cabin Person.....\$ 5.15
Second Cook.....\$ 5.15

Marsh Buggy Dragline

Oiler.....\$ 6.33
Operator.....\$ 6.70

Self-Propelled Hopper Dredge

Drag Tender.....\$ 9.70 3.45+a

FOOTNOTE:

a. Fourteen paid vacation days and eight paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day provided the employee has one year of service

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Superseded General Decision Number: KY20030050

State: Kentucky

Construction Types: Heavy Dredging

Counties: Kentucky Statewide.

**DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE
MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER**

Modification Number Publication Date
0 02/09/2007

SUKY1994-002 04/01/1994

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END OF GENERAL DECISION



UTAH ROAD

TEXAS LOOP ROAD

CALIFORNIA ROAD

SERVICE ROAD

FENCE PATROL ROAD

MISSISSIPPI ROAD

SOUTH CAROLINA ROAD

ALABAMA ROAD

MCAIR ROAD

JORDAN SPRINGS ROAD

101ST AIRBORNE DIVISION ROAD

11TH AIRBORNE DIVISION ROAD

TAAL TRAIL

UNKNOWN





SOUTH GROUP PATROL ROAD

OLD CONSTRUCTION ROAD

CALIFORNIA ROAD

OKLAHOMA ROAD

TEXAS LOOP ROAD

MC AULIFFE LOOP

NEBRASKA ROAD

101ST AIRBORNE DIVISION ROAD

FENCE PATROL ROAD

COLORADO ROAD

UTAH ROAD

SERVICE ROAD

MISSISSIPPI ROAD

JORDAN SPRINGS ROAD

